

Check List for Assignment			
Tower: <u>P3V</u>			
Unit: <u>1866</u>			
1 Page of Original Signed Amendment for Assignment Consent		Completed	Date
*the % of deposit & Assignment fee must be confirmed (% <u>0</u> Assignment fee \$ <u>0.00</u>)		✓	8/16/16
2 Fill out the attached Assignment Consent form			
*the % of deposit & Assignment fee must be transferred onto document			
3 Receipt of <u>Certified</u> Check for Balance Deposit (if applicable, +HST) bring total deposit to 20% on Occupancy payable to "Blaney McMurtry LLP in Trust" <u>Bank draft & Certified</u>		✓	
Amount require (\$ <u>14,470</u>)			
4 Certified Check for the Assignment Fee (+HST) made to "Amacon Development (City Centre) Corp"		✓	08/16/16
Amount require (\$ <u>0.00</u>)			
5 Copy of ID - Assignee		✓	08/16/16
6 Copy of Bank's Mortgage Commitment for Original Purchaser (Assignor)			
7 Copy of Bank's Mortgage Commitment for New Purchaser (Assignee)			
8 Solicitor Information - Assignee			
9 Assignment of Agreement of Purchase and Sale Form 150 <u>(No agents)</u>			

Assigning to cousin

60,774

Occupancy: \$ 14,470 (120%)

Top up amount (contractual): \$ 14,470

In Trust (15%): \$ 43,410

* Assignee will pay 5% on occupancy.

The Toronto-Dominion Bank247 SPADINA AVENUE
TORONTO, ON M5T 3A8

78796391

Pay to the
Order of

BLANEY MCMURTRY LLP IN TRUST

DATE

2016-08-17
YYYYMMDD

Transit-Serial No.

1328-78796391

\$

*****14,470.00

FOURTEEN THOUSAND FOUR HUNDRED SEVENTY***00/100 Canadian Dollars
Authorized signature required for amounts over CAD \$5,000.00Re PSV Unit 1806 (Plan seen)The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Jing An

Countersigned

Uwe

Number

4873

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈78796391⑈ ⑆09612⑈004⑆

⑈3808⑈

Received by Farhad

ON 18 Aug 2016

THIS AGREEMENT MADE this 16th day of August, 2016.

QUANG THANH NHUONG LAM

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

QUE NHI DANG

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

-AND-

AMACON DEVELOPMENT (CITY CENTRE) CORP.
(hereinafter referred to as the "Vendor")

OF THE THIRD PART

WHEREAS pursuant to the terms and provisions of an agreement of purchase and sale between the Assignor, as the purchaser, and the Vendor, as the vendor, accepted by the Vendor on the 10th day of March 2012 being proposed condominium units situate at 4011 Brickstone Mews Parkside Village Drive, Mississauga, Ontario L5B 0J7 (the "**Residential Purchase Agreement**" and/or "**Purchase Agreement**"), which units are now legally described as residential Unit 6, Level 17, to be located in the proposed condominium project known as "PSV1 in Mississauga, Ontario, Canada (the "project") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those part of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "Unit")

AND WHEREAS the Assignor and the Assignee desire that the Assignor assign unto the Assignee all of his right, title and benefits under the Purchase Agreement.

AND WHEREAS the Vendor wishes to consent to the said assignment on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada paid by each of the parties hereto to the other and for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of them) the parties hereby covenant and agrees as follows:

1. The parties hereto hereby acknowledge and confirm that the foregoing recitals are true both in substance and in fact.
2. The Assignor does hereby assign, transfer and set over to and in favour of the Assignee by way of absolute assignment, all of its rights, title, benefit and interest in, to and under the Purchase Agreement.
3. The Assignee hereby covenants and agrees to and with the Assignor and the Vendor to assume the burden of all obligations on the part of the Assignor to be performed and/or borne pursuant to the Purchase Agreement, and further covenants and agrees to be bound by the terms and provisions of the Purchase Agreement as though he had originally executed same as the Purchaser.
4. The Assignee covenants and agrees with the Vendor that he shall forthwith do and suffer any act, and/or execute any documentation, which the Vendor may require from time to time in its sole, absolute and unfettered discretion for the purposes of confirming the assumption by the Assignee of the Assignor's obligations pursuant to the Purchase Agreement.



NID

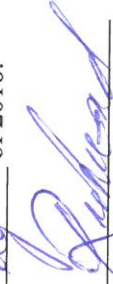
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5. The Vendor hereby consents to the within assignment from the Assignor to the Assignee.
6. In the event that, upon entering this Assignment Agreement, the Assignor has not made his selection from Vendor's samples of those items requiring selection as noted in the Purchase Agreement, it is understood and agreed that the Assignee shall make such selections directly with the Vendor. Similarly, in the event that the Assignor has not carried out his inspection of the Unit and executed a Certificate of Completion and Possession (the "**Certificate**") in accordance with the Ontario New Home Warranties Plan Act as provided for in the Purchase Agreement, it is further understood and agreed between the parties hereto that the Assignee shall carry out such inspection with a representative of the Vendor and complete the Certificate. For the purposes of this paragraph, the Assignor hereby irrevocably constitutes and appoints the Assignee to be and act as his lawful attorney, in the Assignor's name, place and stead, in order to make such selections and/or to carry out such inspection and to execute the Certificate, and the Assignor hereby confirms and agrees that his power of attorney may be executed by the Assignee during subsequent legal incapacity of the Assignor. It is further specifically understood and agreed upon between the parties that the Assignee shall also constitute and appoint the Vendor as his attorney, in the Assignee's name, place and stead, in all situations provided for in the Purchase Agreement. Without limiting the generality of the foregoing, the Assignee agrees to accept and also be bound to any selections made by the Assignor and/or any upgrades or changes ordered by the Assignor, including payment of any monies owing in connection therewith selected or ordered by the Assignor prior to the date of this Assignment Agreement. The Assignee acknowledges and agrees that by executing this Assignment Agreement, the Assignee confirms being advised by the Assignor of all such items, including particulars of all such selections, upgrades or changes.
7. The Assignee covenants and agrees not to list or advertise for sale and/or sell the Unit or further assign his interest under the Purchase Agreement or this Assignment Agreement to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.
8. The Assignee agrees within five (5) days of the date of this Assignment Agreement to provide to the Vendor all financial and personal information, including written advice as to how the Assignee wishes to take title together with other documentation or verification as required by the Vendor for the purpose of confirming the Assignee's ability to complete this purchase.
9. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. The Assignor, Assignee and Vendor agree that the Title Transfer Date shall be determined. Time shall be of the essence for this Agreement and the Purchase Agreement and all other terms of the Purchase Agreement shall continue in full force and effect.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto their respective successors and assigns.
12. The Vendor warrants and confirms that the Purchase Agreement is in good standing and all deposits paid by Purchaser to date under paragraph 1 therein, shall be credited to the Assignee on closing as part of the purchase price.
13. The Assignee agrees to pay all further deposits payable under the Purchase Agreement, if any, and the balance of the purchase price by bank draft or by certified cheque to the Vendor on closing in accordance with the provisions of the Purchase Agreement.
14. The Assignee further agrees to pay to the Vendor upon execution of this Assignment Agreement a sum equivalent to **\$ 0.00**, as an administration fee to the Vendor for giving its consent as described herein.
15. **The Purchaser/Assignor shall remain liable for all obligations hereunder until transfer of title to the Assignee.**
16. Any further assignment of the Purchase Agreement by the Assignee shall remain to be subject to the terms of the Purchase Agreement.
17. The parties hereto agree that notice of acceptance and delivery of the within offer and all communications thereto may be made by facsimile machine addressed to the parties hereto or their solicitors or their agents. The parties hereto agree facsimile copies shall constitute original copies.

[Signature Page Follows]

ND 

IN WITNESS WHEREOF the parties have executed this Agreement on the 18
day Aug of 2016.


Witness



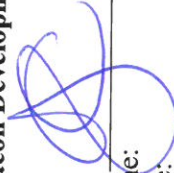
Assignor
Name: QUANG THANH NHUONG LAM
Date: August 18, 2016


Witness



Assignee
Name: QUE NHI DANG
Date: Aug 18/2016
Address: 1057 MCBRIDGE AVE
MISSISSAUGA, ON L5C 1M4
Phone No: 647-822-4181
S.I.N.: _____
D.O.B.: 07/20/1988

Amacon Development (City Centre) Corp.


Per: _____
Name: _____
Title: _____

I have the authority to bind the Corporation

Ontario Driver's Licence / Permis de conduire **ON** CANADA

12 NAME / NOM
DANG,
QUE NHJ
1057 MCBRIDE AVE
MISSISSAUGA, ON, L5C 1M4

44 NUMBER /
NUMERO
D0418 - 63508 - 85720

44 ISS/DEL
2014/06/26

6 DO REF
CX8423040

16 SEX / SEXE
F

9 CLASS /
CATEG
G

12 REST /
COND

DOB/DM 1988/07/20

46 EXP / EXP
2018/07/20

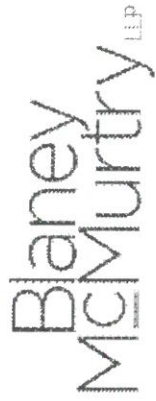
16 HGT / HAUT
158 cm

4418-63508-85720
988/07/20

PSV #1806

Assignee

18 Aug 16



Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5
(T) 416-593-1221
(W) Blaney.com

July 19, 2016

Delivered by Facsimile

Korman LLP
Barristers & Solicitors
46 Village Centre Place
Suite 200
Mississauga, Ontario
L4Z 1V9

Tammy A. Evans
416-593-2986
tevans@blaney.com

Attention: David H. Korman

Dear Mr. Korman:

**Re: Amacon Development (City Centre) Corp ("Vendor") sale to
Lam, Suite 1806, 4011 Brickstone Mews, Mississauga, PSV Tower One**

We acknowledge receipt of your fax dated July 7, 2016, with respect to the request for an Assignment by the Purchaser.

The Vendor is prepared to allow an Assignment. Please instruct the Purchaser to contact the sales office directly at 905-273-9333 to complete an assignment amendment.

Yours very truly,

Blaney McMurtry LLP

A handwritten signature in dark ink, appearing to read "Tammy".

Tammy A. Evans
Partner
TAE/JS